

Remarks

Claims 1, 3-5, 8, 9, 11-23, 26-38, 40, 41, 44-50, 52-60, 62, 64, and 66-68 stand rejected. Claims 1, 3-5, 8, 9, 11-13, 18, 20, 26-28, 35-38, 40, 41, 44, 49, 52-54, 57-60, 62, 64 and 66-68 are canceled herein, and claims 2, 6, 7, 10, 24, 25, 39, 42, 43, 51, 61, 63 and 65 were previously canceled; thus, claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56 remain pending. Claims 14, 17, 19, 21, 22, 33, 34, 45, 48 and 50 are currently amended. The Assignee respectfully requests allowance of claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56.

Claim Amendments

Claims 1, 3-5, 8, 9, 11-13, 18, 20, 26-28, 35-38, 40, 41, 44, 49, 52-54, 57-60, 62, 64 and 66-68 are canceled herein.

Remaining independent claims 14 and 45 are amended to include references to upper and lower portions of a tower associated therewith. Also, claim 14 is amended to include a transmission medium extending between the upper and lower portions of the tower, wherein the medium is configured to carry both power and a stable timing signal. Also included is an inserter located at the lower portion and configured to insert the power and the stable timing signal onto the medium. Claim 14 is amended in a similar manner.

Several of the remaining dependent claims have been amended to include references to the upper and lower portions of the tower.

In addition, all claim references to the term “continuously” have been deleted.

Claim Rejections Under 35 U.S.C. § 112

Claims 1, 8, 11, 14, 35, 41, 45, 57, 64, 67 and 68 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. (Page 2 of the Office action.) More specifically, the Office action indicates that the term “continuously,” which is employed in these claims to describe the stabilized oscillator signal, is not recited in the specification. (Page 2 of the Office action.) The Assignee believes that while that specific term may not be used in the specification, assertions in the specification that the stabilized oscillator signal “does not deviate from its desired frequency” (page 8, lines 11 and 12), or that the signal is “phase-locked to a frequency” (page 16, lines 1-3), sufficiently support the use of the term.

However, to expedite allowance of the pending claims, all use of the term “continuously” in claims 14, 33 and 45 has been removed. Also, claims 1, 8, 11, 35, 41, 57, 64, 67 and 68 are canceled herein, rendering the rejection moot as it pertains to these claims. Therefore, based on the foregoing, the Assignee asserts all pending claims are allowable under 35 U.S.C. § 112, first paragraph, and thus respectfully requests withdrawal of the 35 U.S.C. § 112 rejection.

Claim Rejections Under 35 U.S.C. § 103

Claims 1, 3-5, 8, 9, 14-23, 26, 28, 29, 31, 35-38, 40, 45-52, 54, 56-62 and 67 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6, 411,825 to Csapo et al. (hereinafter “Csapo”) in view of U.S. Patent No. 5,970,400 to Dwyer (hereinafter “Dwyer”), U.S. Patent No. 6,266,013 to Stilp et al. (hereinafter “Stilp”) and U.S. Patent No. 5,982,322 to Bickley et al. (hereinafter “Bickley”). (Page 3 of the Office action.) Claims 27, 53 and 68 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Csapo in view of Dwyer, Stilp, Bickley and U.S. Patent No. 6,194,970 to Nielsen et al. (hereinafter “Nielsen”). (Page 8 of the Office action.) Claims 33 and 34 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Csapo in view of Dwyer, Stilp, Bickley and U.S. Patent No. 6,161,024 to Komara (hereinafter “Komara”). (Page 8 of the Office action.) Finally, claims 11-13, 30-32, 41, 44, 55, 64 and 66 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Csapo in view of Dwyer, Stilp, Bickley and U.S. Patent No. 6,865,169 to Quayle et al. (hereinafter “Quayle”). (Page 9 of the Office action.) The Assignee respectfully traverses the rejections in view of the current amendments discussed above, and in light of the following discussion.

In part, amended independent system claim 14 includes “a *transmission medium* extending between the upper portion and the lower portion [of the tower] and configured to *carry power and the stable timing signal* from the lower portion to the upper portion....” (Emphasis supplied.) Also, included in claim 14 is “an inserter located at the lower portion and configured to insert the power and the stable timing signal onto the transmission medium....” Claim 45 incorporates similar provisions.

In reference to former claims 18, 20 and 49, the Office action alleges that “Csapo would disclose an ‘inserter’ as claimed (see col. 9, lines 30-45).” (Page 7 of the Office action.) The Assignee respectfully disagrees in light of the amendments to claims 14 and 45. Therein, an inserter located at the lower portion of the tower inserts power and the stable timing signal onto a

single transmission medium, which carries the power and the stable timing signal to the upper portion of the tower. In one embodiment, the transmission medium is a coaxial cable. (Page 14, line 23, to page 15, line 7.) Oppositely, Csapo does not teach or suggest an inserter or a transmission medium carrying both power and a stable timing signal. More specifically, Csapo indicates that “power...is sent to the tower top *with a separate return*. This provides less power loss in the power wires, making the system more efficient.” (Column 9, lines 58-61.) Thus, Csapo does not teach or suggest, and in fact *teaches away from*, the subject matter of claims 14 and 45. Therefore, the Assignee contends that claims 14 and 45 are allowable in view of Csapo and the remaining references cited in the Office action, and such indication is respectfully requested.

Claims 15-17, 19, 21-23 and 29-34 depend from independent claim 14, and claims 46-48, 50, 55 and 56 depend from independent claim 45, thus incorporating the provisions of their corresponding independent claims. Thus, the Assignee asserts that claims 15-17, 19, 21-23, 29-34, 46-48, 50, 55 and 56 are allowable for at least the reasons provided above in support of claims 14 and 45, and such indication is respectfully requested.

Claims 1, 3-5, 8, 9, 11-13, 18, 20, 26-28, 35-38, 40, 41, 44, 49, 52-54, 57-60, 62, 64 and 66-68 are canceled herein. Thus, the rejections as they pertain to these claims are rendered moot as a result.

Therefore, based on the foregoing, the Assignee respectfully requests withdrawal of the 35 U.S.C. § 103 rejections of claims 1, 3-5, 8, 9, 11-23, 26-38, 40, 41, 44-50, 52-60, 62, 64, and 66-68.

Conclusion

Based on the above remarks, the Assignee submits that claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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A handwritten signature in black ink, appearing to read 'KJ Way', is written over a horizontal line.

SIGNATURE OF PRACTITIONER

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